THIS LEASE AGREEMENT, ("Lease"), is made as of the _____ day of _______________________, 2023, by and between MUHLENBERG COLLEGE, 2400 Chew Street, Allentown, PA 18104 (hereinafter “Landlord” or “College”), and (hereinafter “Tenant”).

WHEREAS, the Landlord is the owner of certain real property located at _______________________(the “Residence Hall”), Allentown, Pennsylvania; and

WHEREAS, the Tenant desires to lease from the Landlord, and the Landlord desires to lease to the Tenant, the Leased Premises (as defined below), subject to the terms and conditions set forth in this Lease.

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Leased Premises.** Landlord does hereby demise and let unto Tenant and Tenant does hereby lease from Landlord, for the term and upon the conditions and covenants set forth herein, Room/Unit ____________ located in the Residence Hall (the “Leased Premises”). Tenant understands and acknowledges that the Leased Premises is a suite that contains common areas and other bedrooms that will be leased to other tenants.

2. **Term.** The term of this Lease (the “Term”) shall commence on Friday, May 26, 2023 at 12:00 p.m. (the “Commencement Date”) and shall continue until Saturday, August 5, 2023 at 12:00 p.m. (“Move-Out Date”).

3. **Minimum Rent.** During the Term, the Tenant shall pay to the Landlord, without demand and without deduction or setoff, as minimum rent for the Leased Premises, the daily rate of $25.00. Tenant shall reference the Summer Intern Application for payment information and details including the imposition of late payment charges. The Tenant may elect to vacate the Leased Premises before the Move-Out Date by providing the Landlord with 45-days prior written notice provided that the Tenant shall be responsible for the minimum rent during the 45-day notice period.
4. **Security Deposit.** Tenant shall pay a security deposit of $300.00 to the Landlord within fifteen days after receiving a security deposit invoice. Landlord may deduct money from the security deposit to pay for any damages to the Leased Premises caused by the Tenant, the Tenant's family or the Tenant's guests. In the event that the Landlord cannot reasonably determine which tenant in the suite is responsible for any damage to the suite, each of the tenants in the suite (including the Tenant) shall be charged a proportionate amount for such damage. In addition, the Landlord may deduct from the security deposit any unpaid rent or other charges. No later than 30 days after the Move-Out Date or earlier termination date as set forth in Section 3 above, Landlord agrees to send to Tenant a written list of damages and amounts of money deducted from the security deposit, if any, and any remaining security deposit after deducting amounts for damages and unpaid rent and charges, if any. Tenant agrees to give Landlord a written forwarding address two weeks prior to vacating the Leased Premises and the Move-Out Date. Tenant may not use the security deposit as payment of the last month's rent.

5. **Landlord’s Duties.** Landlord agrees to give the Tenant possession of the Leased Premises on the Commencement Date of the Lease. The Lease will start even if Landlord cannot give the Tenant possession of the Leased Premises because the prior tenant is still in the Leased Premises or the Leased Premises is damaged, provided that if Landlord cannot give Tenant possession of the Leased Premises on the Commencement Date, the Tenant is not liable to pay rent until the day Landlord gives possession of the Leased Premises to the Tenant.

6. **Damage to Leased Premises.** The Tenant agrees to notify the Landlord immediately if (i) the Leased Premises is damaged by fire and/or any other cause; and/or (ii) there is any condition in the Leased Premises that could damage the Leased Premises or harm the Tenant or others.

7. **Insurance.** The Landlord agrees to insure the Residence Hall where the Leased Premises is located. However, the Tenant's own property is not insured by the Landlord's insurance and the Tenant is responsible for obtaining insurance on the Tenant's own property that is located in the Leased Premises.

8. **Assignments or Subleases by the Tenant.** The Tenant agrees not to transfer or assign this Lease to any other person or entity without first obtaining the written consent of the Landlord which consent may be withheld at the sole and absolute discretion of the Landlord. In addition, the Tenant agrees not to sublease all or any part of the Leased Premises to any other person or entity without first obtaining the written consent of the Landlord which consent may be withheld at the sole and absolute discretion of the Landlord. The Tenant agrees that if the Tenant transfers or assigns this Lease or subleases all or a part of the Leased Premises to another, the Tenant has violated this Lease.

9. **Responsibility for Damage to Property or Injury to People.** The Landlord is responsible for all damage to property or injury to people caused by the Landlord’s or the Landlord's representatives’ intentional or negligent acts at the Leased Premises. The Tenant is
responsible for all damage to property, including the Leased Premises and common areas, and injury to people caused by the Tenant or the Tenant's family or guests or the Tenant’s failure to fulfill their obligations under this Lease including, but not limited to, Tenant’s obligations to maintain the Leased Premises. If it cannot be determined who is responsible for any such damage or injury, the charges or costs for same will be distributed proportionately among the tenants in the suite. In no event shall the Landlord be responsible for any damage to or theft of Tenant’s own property by other tenants in the suite.

10. **Use of the Leased Premises.** The Tenant agrees (i) to use the Leased Premises only as a residence; (ii) to obey all federal, state and local laws and regulations when using the Leased Premises; (iii) not to store any flammable, hazardous, or toxic chemicals or substances in or around the Leased Premises; (iv) not to do any activities in or around the Leased Premises which could harm anyone or damage any property; and (v) that the Tenant will not allow any person to reside in the Leased Premises without first obtaining the written permission of Landlord which permission may be withheld at the sole and absolute discretion of the Landlord.

11. **Landlord’s Right to Enter the Leased Premises.** The Tenant agrees that the Landlord and the Landlord's representatives shall have the right to enter the Leased Premises at all reasonable times after providing the Tenant with advance notice. The Tenant agrees that no such advance notice shall be required to enter the Leased Premises in the event that the Landlord or its representative reasonably believe that an emergency exists. The Landlord and the Landlord's representatives have the right to inspect, to make repairs, to do maintenance, and to show the Leased Premises to others.

12. **Care of the Leased Premises.** The Tenant, and the other tenants in the suite, is responsible for, and will take good care of, the Leased Premises and common areas and all of the property in and around the Leased Premises except that the Landlord shall be responsible for the maintenance of built-in appliances. The Tenant agrees to turn over possession of the Leased Premises to Landlord on the Move-Out Date or when the Lease is terminated. Tenant will be held responsible for the condition and cleanliness of the Leased Premises, common areas and its furnishings and for any loss or damage other than normal wear that may occur during their occupancy. Any excessive clean-up, which goes beyond the normal custodial service, will be charged to the tenant responsible. If it cannot be determined who is responsible, the charge will be distributed proportionately among the tenants in the suite. The minimum charge will be a three-hour overtime charge for each custodial staff performing the clean-up.

13. **Violations of this Lease.** When the Tenant does not do something that Tenant has agreed to do, it is a violation of this Lease. If the Tenant violates this Lease, the Tenant may forfeit its security deposit. In addition, if the Tenant violates this Lease, the Landlord can also sue the Tenant for other damages and expenses and may sue to evict the Tenant. **Moreover, if the Tenant violates this Lease, the Landlord may provide the Tenant’s internship employer/corporate partner with notice of the violation.** Tenant should not sign this Lease
unless the Tenant has read the Lease and clearly understands the information in this section concerning Lease violations.

The Tenant violates this Lease if the Tenant:

a) Fails to pay rent or other charges to the Landlord when due, or
b) Leaves (abandons) the Leased Premises without the Landlord’s written permission prior to the Move-Out Date, or
c) Does not leave (vacate) the Leased Premises in good condition on the Move-Out Date or earlier termination of the Lease, or does not do all of the things that the Tenant has agreed to do in this Lease.

If the Tenant violates the Lease, the Landlord may sue each Tenant in court:

a) To collect overdue rent, late charges, other fees and/or money damages caused by the Tenant’s violation(s) of the agreements in this Lease; and/or
b) To recover possession of the Leased Premises (eviction); and/or
c) To collect for unpaid rent until the end of the term of the Lease.

The Tenant agrees that the Landlord may receive reasonable attorney’s fees and costs as part of a court judgment in a lawsuit against the Tenant for violation(s) of this Lease.

14. Alcohol. Alcohol may not be consumed and alcohol containers may not be possessed anywhere on campus by individuals under the legal drinking age of 21. Individual consumption of alcoholic beverages by persons of legal age is permitted only in private sleeping rooms and suites in residence halls and properties leased or owned by the College. Those who do consume alcoholic beverages in their residence are expected to do so in a manner that is not excessive and that recognizes the rights of others to utilize these locations. In apartments where all residents are 21 years of age or older, those residents may consume alcohol in the common area of their residence. Tenants are prohibited from storing or using any item (beer bong, tap device, Beirut table, funnel, etc.) that could lead to the excessive consumption of alcohol, in College housing including the Leased Premises. The storage, or use of a bulk quantity or a common source of alcoholic beverages, such as kegs, party balls, or cases, is prohibited in College housing including the Leased Premises.

15. Pets. The Tenant agrees that the Tenant will NOT keep any pets on the Leased Premises. The Tenant agrees that the Tenant WILL NOT ALLOW Tenant's guests or others to have pets on the Leased Premises.

16. Visitors. Tenants must register all visitors with Campus Safety prior to visitor’s arrival. Since you are occupying a suite with other tenants, overnight visitors are limited to a two-night consecutive stay not to exceed an aggregate of five-nights in any thirty-day period.
17. **Non-Smoking.** Muhlenberg College is a smoke, tobacco and vape-free campus. This policy prohibits the use of all smoke and tobacco products, including cigarettes, e-cigarettes (including Juul) and smokeless tobacco, in and on all College property.

18. **Restricted Items.** To prevent personal injury and/or damage to property, the possession or use of any potentially dangerous item or material is strictly forbidden in the Leased Premises or anywhere on campus. Any firearms, ammunition, air-guns, compressed air canisters, spring type weapons, sling shots, martial arts weaponry, explosives, fire-crackers, chemicals, portable heating units of any kind, halogen lamps, multi-bulb lamps, homemade TV and radio antennas, candles, incense, water balloons, dart-boards, knives, swords, whips, switchblades, and water beds are among those items prohibited (see also: Fire Prevention). Spray painting in the Leased Premises or Residence Hall is prohibited.

19. **Decorations.** Decorations must be removable without damage to paint or finished surfaces of the room. Nails, tacks, scotch tape, plastic hooks, adhesive stickers, contact paper, decals and paneling are considered damaging and are prohibited. **No object may be hung from the ceilings, pipes, or fire safety equipment.**

20. **Trash/Cleanliness.** Tenant is responsible for removing personal trash directly to the dumpsters and recyclable materials to the appropriate containers. During deliveries or entry for maintenance, staff may address trash or cleanliness condition concerns with tenants. Individuals, sections, halls, and entire buildings will be held responsible where trash is deliberately left in and around public areas of a residence hall. Failure to follow this policy may result in the imposition of fees and charges.

21. **Restricted Areas.** Tenant is prohibited from entrance into restricted areas of the residence Hall such as roofs, mechanical equipment rooms, attics, buildings closed for vacation, etc.

22. **Custodial Service.** Custodial service is provided for common areas of the residence Hall only. Cleaning of the Leased Premises is the responsibility of the Tenant and other tenants in the suite.

23. **Noise.** Stereo music and other loud sounds and noises interfere with the normal functions of the campus and are disruptive to the community. Such loud music or noise infringes upon the rights of others to study, to conduct classes, or to carry on necessary duties and functions at the College. Stereo speakers or amplification devices shall not be placed in windows with sound directed outside. Further, any loud noises or music which unduly disturbs the peace of the College community when reported to Campus Safety, Housing and Residence Life, or any other representative of Muhlenberg College may result in removal from the Leased Premises. Quiet hours are from 11 p.m. through 8 a.m. on Sunday through Thursday and 1 a.m. through 8 a.m. on Friday and Saturday.

24. **Security.**
a) **Keys**: The unauthorized possession, alteration, or defacement of any key and the illegal entry of any room or College Housing unit by any means, is strictly prohibited.

b) **Unauthorized Entry**: Unauthorized entry or permitting unauthorized entry into residence halls is a violation of this Lease.

c) **Master Keys**: Head Residents, Resident Advisors and Residential Services Student Employees are the only tenants authorized to hold and use master keys. Unauthorized possession or use of master keys is a violation of this Lease.

d) **Exterior Doors**:
- All residence halls are locked 24 hours a day.
- Campus Safety must be called (484-664-3110) if the doors are broken and will not lock. In addition, report maintenance problems relative to building security to the Campus Safety Office.
- Propping exterior doors and/or allowing unauthorized individuals into residence halls is prohibited.

e) **Lost Keys**:
- Lost keys must be promptly reported to the office of Housing and Residence Life. Upon notification of a lost room key, the lock will be changed and the tenant responsible will be charged for the cost of the lock core(s) and issuance of keys to all residents. All lock and key charges will be invoiced to Tenant. Lock change charges vary depending on location. For security of the affected residents, loss of keys to houses may result in re-keying of the entire building at the expense of the responsible tenant.
- Swipe cards are replaceable at $25.00 per card.
- Loss of keys in Village Apartments, Robertson and South will result in changing all the affected cores on the unit system at the expense of the responsible tenant. The cost to rekey is a minimum of $275.00.
- Tenants will normally be charged for all replacement keys and lock changes unless it is determined by the College locksmith that the breakage was due to malfunction of the lock.
- Tenant is not permitted to allow another individual to use their key(s).

f) **Broken or Bent Keys**:
- Broken or bent keys must be returned to the Office of Housing and Residence Life to obtain a new key at no charge.
- Tenants not returning broken or bent keys will be charged for a lock change as noted above in Section e. **Lost Keys**.

g) **Lock-Outs**: For lock-outs and lost keys during office hours and after hours please phone Campus Safety at x 3112.

h) **Key Collection**: Check out: All keys must be returned to Conference Services within the 24-hour period after the Move-Out Date or earlier termination of the Term. Keys not returned after that period of time will result in billing for a lock change.

25. **Fire Safety**.
a) **Fire Prevention:**

- Tenants are expected to be alert at all times to the hazards and dangers of fire in their area and to exercise all proper precautions to prevent fire, notify proper authorities of any potential fire and safety hazards, and promptly report a fire.
- Tenants are expected to help prevent false alarms and should report any tampering with the alarm system to Campus Safety.
- Flammable substances and solids, such as gasoline, benzene, naphtha, cleaning fluids, explosives, and fireworks may not be used or stored in residence halls. Lighted candles, incense, kerosene lamps, halogen lamps and tenant installed electric heaters may not be used in the Residence Hall.
- **ALL COOKING MUST BE CONFINED TO DESIGNATED COOKING AREAS.** Use of electrical appliances such as hot plates, heating coils, coffee pots, popcorn poppers, electric frying pans, toaster ovens, irons, and electric heaters are prohibited in Tenant rooms and social lounge areas. All appliances must be UL approved with UL approved cords. Low wattage electrical equipment and attached cords must also be UL approved. The Landlord reserves the right to determine the danger of electrical appliances and remove them.
- Storage or placement of any items (including trash, bicycles, boxes, furniture, etc.) in public areas such as corridors, stairwells, or balconies is prohibited. The Landlord will remove items placed or stored in public areas with a charge for their release. Items may not be left outside the Residence Hall at any time (i.e. trash cans).
- All decorations used in common areas shall be flameproof or fire resistant materials. The College reserves the right to remove any and all decorations that do not comply.
- Hanging of cloth material on walls is prohibited. No material or paper may be draped or affixed overhead or from ceiling pipes.
- Section and fire doors are to remain closed at all times. A door will be considered propped if there is any physical obstruction (such as tape, stones, cardboard, trash cans, etc.) which prevent it from closing or locking.
- Any additional lighting (i.e. Christmas lights) must be UL approved with proper installation and approved by Plant Operations, Campus Safety and/or Residential Services. No lights may be strung from any pipes or fire/safety equipment.
- Any violation of the above fire prevention regulations is a violation of this Lease subject to Section 13 above including notification to the Tenant’s internship employer/corporate partner of the violation.

b) **Fire Drills and Safety Inspections:**

- All persons must evacuate the building when a fire alarm is sounded.
- The Office of Campus Safety shall be responsible for establishing procedures for supervised fire drills in residence halls in compliance with local and state fire safety regulations.
- Alarm systems shall not be tampered with or tested by unauthorized persons.
Fire drill procedures include the requirement for all resident Tenants to become familiar with fire evacuation plans for each building, to include recognition of fire alarms, procedures for notifying authorities of fire, and evacuation from the building. Evacuation procedures are posted on the back of each resident's room door and found in the Crime Prevention brochure. If these rules are not on the back of the door, it is the Tenants' responsibility to obtain a new copy from Campus Safety.

- Each tenant and any guests will leave the Residence Hall according to instructions for the area where they are when the alarm is sounded.
- Lack of cooperation during fire drills and active alarms will be considered a violation of this Lease.
- Authorized representatives of the Landlord shall have the right to enter any room at any time for maintenance, repairs, and inspection for health, security, and safety hazards. After inspection, failure to correct hazards or violations shall be deemed a violation of this Lease.

26. **Landlord’s COVID-19 Policy**: The Tenant shall comply with all applicable provisions of the Landlord’s COVID-19 Policy and all related guidelines and directives issued by the Landlord in connection with the COVID-19 Policy and/or the use of the Landlord’s facilities, resources and services, as may be issued and amended from time-to-time.

27. **Non-waiver**. Any failure of Landlord to enforce any remedy allowed for the violation of any provision of this Lease shall not imply the waiver of any such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated.

28. **Entire Agreement; Interpretation**. This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings. Landlord and Landlord's agents have made no representations, agreements, conditions, warranties, understandings or promises, either oral or written, other than as set forth herein, with respect to this Lease, the Leased Premises or otherwise. This Lease shall not be modified in any manner or terminated except by an instrument in writing executed by the parties.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL OF THE AGREEMENTS IN THIS LEASE AND POLICIES STATED IN THE MUHLENBERG CONFERENCE GUEST GUIDE AND STUDENT HANDBOOK FOUND AT muhlenberg.edu/main/aboutus/deanst/services/student_guide.html.

MUHLENBERG COLLEGE
(Landlord) ________________________________

Print Name (Tenant)
By: ______________________________
Name: _____________________________    Signature (Tenant)
Title: ______________________________

Date: ______________________________    Date: ______________________________

Revised 1/16/2023